

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

INTERNATIONAL UNION, UNITED
AUTOMOBILE AEROSPACE AND
AGRICULTURAL WORKERS OF
AMERICA, UAW, and its LOCAL 1402,

and

RONALD CLAPP, ROBERT RIETVELD,
ANN SKILES, and JOHN CHESTER, as
individuals, on behalf of themselves and
all persons similarly situated,

Plaintiffs,

v.

HYDRO AUTOMOTIVE STRUCTURES,
INC., HYDRO AUTOMOTIVE
STRUCTURES NORTH AMERICA, INC.,
HYDRO ALUMINUM ADRIAN, INC., and
HYDRO AUTOMOTIVE STRUCTURES
NORTH AMERICA, INC. WELFARE
BENEFIT PLAN FOR UNION
EMPLOYEES.

Defendants.

Case No.: 1:11-cv-28

Hon. Robert J. Jonker
United States District Judge

INDEX OF EXHIBITS 11 (Part 1)
TO PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT

EXHIBIT NUMBER

DESCRIPTION OF EXHIBIT

11 (Part 1)

1990-1993 UAW - Hydro Contract From UAW
Archives

MAILED

AGREEMENT
BY AND BETWEEN

HYDRO ALUMINUM-BOHN
Holland, Michigan

AND

The International Union,
United Automobile, Aerospace and
Agricultural Implement Workers of
America, UAW
and Local Number 1402

Effective February 11, 1991

TABLE OF CONTENTS

	<u>PAGE</u>
ARTICLE I	1
ARTICLE II	1
ARTICLE III	2
ARTICLE IV	5
ARTICLE V	8
ARTICLE VI	10
ARTICLE VII	17
ARTICLE VIII	18
ARTICLE IX	21
ARTICLE X	39
ARTICLE XI	43
ARTICLE XII	60
ARTICLE XIII	64
ARTICLE XIV	67
ARTICLE XV	71
ARTICLE XVI	82
ARTICLE XVII	92
ARTICLE XVIII	101
ARTICLE XIX	101
ABSENTEEISM POINT MEMORANDUM OF UNDERSTANDING	105
INSURANCE CO-PAYMENT MEMORANDUM OF UNDERSTANDING	106
SHOP RULES	107
INDEX	111

ARTICLE I - AGREEMENT PARTIES

The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and Local Number 1402 thereof, hereafter referred to as the "Union", having demonstrated that it represents for purposes of collective bargaining a majority of the employees in the appropriate bargaining unit, the said International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), and Local Number 1402, and the Hydro Aluminum-Bohn Plant located at 365 West 24th Street, Holland, Michigan, hereinafter referred to as the "Company", hereby agree as follows:

WITNESSETH THAT:

WHEREAS, it is the desire of the parties hereto to promote mutual cooperation and harmony and to formulate a working agreement to cover the relationship between the Company and the Union,

THEREFORE, the parties hereto agree as follows:

ARTICLE II - RECOGNITION

SECTION 1. REPRESENTATION SCOPE. The Company recognizes the Union as the exclusive bargaining representative for all production and maintenance employees, including tool room, shipping and receiving employees, and group leaders, but

excluding all office clerical employees, professional employees, all other plant clerical employees, technical, engineering, and professional employees, time study employees, timekeepers, foremen, assistant foremen, all other supervisors as defined in the Act, and guards, for the purpose of collective bargaining with respect to rates of pay, wages, hours, dismissals, and other conditions of employment, and for the purpose of adjusting any grievance or complaints which may exist now or may arise in the future at its Plant located at 365 West 24th Street, Holland, Michigan.

SECTION 2. NONDISCRIMINATION. The Company will not discriminate against any employee with respect to any term or condition of employment or tenure of employment because of membership or non-membership in the Union.

Any and all reference(s) to the male gender, whether direct or implied, in this Agreement shall be construed to mean employees of either sex.

ARTICLE III - UNION SECURITY

SECTION 1. UNION SHOP. All present employees who are members of the Union shall, as a condition of continued employment, maintain their membership in the Union during the life of this Agreement through regular payments of initiation fees and dues to the Union.

The Company has the right to hire new employees who do not belong to the Union, but all new employees and all present employees who are not members of the Union and who are employed as full time employees in the bargaining unit as defined in Article II, Section 1, shall, as a condition of continued employment, join the Union thirty (30) calendar days after the date of employment or the effective date of this Agreement, whichever is later, and shall thereafter maintain membership in the Union in good standing as a condition of continued employment in the bargaining unit.

Notwithstanding a new employee's obligation to join the Union after thirty (30) calendar days, each new employee must satisfactorily complete a probationary period as outlined in Section 1 of Article IX. During this probationary period, a new employee will not be covered by the terms of this Agreement and will not have recourse to any provision of the grievance procedure established by this contract. However, the Company agrees that for informational purposes, the Union will be advised of the release and/or discharge of any probationary employee.

SECTION 2. NONDISCRIMINATION IN UNION MEMBERSHIP. The Union agrees that membership in the Union will be available to each employee on the same terms and conditions generally applicable to other members of the Union and as are otherwise required by law. The Union further agrees that the Company will not be requested to terminate the services of any employee who has been denied

membership in the Union or be requested to terminate the services of any employee for reasons other than the failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring and retaining membership.

SECTION 3. UNION MEMBERSHIP CESSATION. The Union will notify the Company in writing of any employee who, during the life of this Agreement, shall cease to be a member of the Union in good standing. Such notice shall be supported by an affidavit of the Secretary of the Local Union to the truth of the facts contained therein. Such employees will be discharged within two (2) days after receipt of said affidavit.

SECTION 4. CHECKOFF. The Company agrees to deduct from the earnings of each Union member, after the payroll deductions required by law, an amount equal to the regular initiation fees and membership dues of such member, provided the employee on whose account such deductions are to be made shall have filed a written assignment with the Company authorizing such deductions. The Union agrees to provide the necessary assignment-of-wage forms. The amounts so deducted by the Company for initiation fees and dues shall be remitted each month by the Company to the Union. In the case of special emergency dues levied by the International Union, the Company agrees, upon proper notification, to make biweekly deductions of such dues. If for

any reason an employee's dues are not deducted in the scheduled pay period, the Company will deduct these dues on his first pay period following.

It is expressly understood and agreed that upon receipt of proper proof, the Union will refund to the Company, or to the employee involved, any Union dues or initiation fees erroneously withheld by the Company from any employee's earnings.

ARTICLE IV - MANAGEMENT

SECTION 1. GENERAL. Except as are specifically limited by the provisions of this Agreement, the operation, control and management of the business, and all activities of the Company in connection therewith which are covered or affected by this Agreement, and the supervision and direction of the working forces in said business are and shall continue to be solely and exclusively the functions and prerogatives of the management of the Company. All of the rights, functions and prerogatives of management which are not expressly and specifically restricted or modified by one or more explicit provisions of this Agreement are reserved and retained exclusively by the Company. The Company's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such functions or right or preclude the Company from exercising the same in some other way. Specifically, but without in any manner limiting or affecting the generality of the foregoing, it is

distinctly understood and agreed that this Agreement does not affect and shall never be deemed or construed to impair or limit in any way the Company's right in its sole discretion and judgment to: determine where to locate or relocate products, materials, equipment, machinery, branch, or other facilities; whether and to what extent the work required in its business shall be performed at the location covered by this Agreement and by employees covered by this Agreement; determine the size and composition of the working force covered by this Agreement, the assignment of work, and policies affecting the selection of employees; hire, promote, transfer, assign, schedule, lay off and recall employees; establish and enforce production and quality standards; determine whether and to what extent the work required in its business will be performed by employees; establish new departments or discontinue existing departments; make or change rules, policies and practices, work standards or quotas; reprimand, discharge, or otherwise discipline employees for cause; change, combine, establish or discontinue jobs or operations, temporarily or permanently, in whole or in part, and determine when and if vacancies in the working force shall be filled; subcontract or procure others to do such of the work as the Company may from time to time deem advisable or necessary, whenever and as often as and to such extent as the Company may deem necessary or advisable; and otherwise generally to manage the operations of the Company and direct the work force.

The Company shall also have the right from time to time to make and enforce such new rules applicable to employees covered by this Agreement and to enforce, change, modify or abolish existing rules applicable to employees covered by this Agreement, as it may from time to time deem necessary or advisable, unless expressly prohibited from doing so by an explicit provision or provisions of this Agreement.

SECTION 2. PRODUCTION STANDARDS. The Company retains the right to establish production standards, which shall be established consistent with the quality of workmanship, efficiency of operations, and the working capacities of normal operators. In the event the Union objects to a production standard established by the Company, the Company agrees to meet with the Union Bargaining Committee to discuss the manner and basis upon which the standard was established. The Company's decision regarding any dispute under this Section is not subject to and is specifically excluded from the grievance and arbitration provisions of this Agreement and will be final and binding on the Union and employees covered hereunder.

SECTION 3. SUBCONTRACTING. The Company reserves the right to continue to contract out certain building repair, maintenance, and tooling work, as has been the custom and to subcontract production work which may be over and above the acceptable burden for its regular facilities or employees for any particular type

of work. However, this section will not be used for the express purpose of reducing the work force or reducing overtime. The Company agrees to abide by the minutes dated 10-12-90 regarding resolution of a prior dispute over this Section.

ARTICLE V - REPRESENTATION

SECTION 1. UNION BARGAINING COMMITTEE. In all matters of collective bargaining, the Union shall be represented by a Bargaining Committee of four (4) employees, which shall include as one of its four members the President of the Union. Notwithstanding the provisions of this Section, the Union Bargaining Committee will not be reduced to four (4) members until the next regularly scheduled election or until May, 1992, whichever date comes first. Moreover, if the Plant has more than 250 bargaining unit employees at the time the committee is to be reduced, or any time thereafter, the number of committee members will be reduced (or increased) to five (5) members.

SECTION 2. UNION STEWARDS. For the purpose of collective bargaining, as it pertains to the grievance procedure, the employees shall have the right to be represented by stewards as specified below.

A. DAY SHIFT

MANUFACTURING DEPTS.

Forge
Fabrication
Buffing
Extrusion

STEWARDS

8
(Total)

Shipping and Receiving
Maintenance, Tool Room, Die Maker, Buildings
and Grounds, Die Repair, Sample
Maker, and Layout Inspection
Inspection Department
Paint Department

B. AFTERNOON SHIFT

MANUFACTURING DEPTS.

STEWARDS

Forge
Fabrication
Buffing
Extrusion (including Shipping and
Receiving)
Inspection Department
Maintenance, Tool Room, and
Die Repair

6
(Total)

The Union may designate one of the afternoon shift stewards
to function as chief steward.

C. MIDNIGHT SHIFT

MANUFACTURING DEPTS.

STEWARDS

Forge
Fabrication
Buffing
Extrusion and Die Repair

1
1
1
1

Any department with less than five (5) employees per shift
will be represented by the forge steward, unless the Union
and the Company agree to a different representation
arrangement.

It is understood and agreed between the parties that it may be
necessary to change the schedule for steward representation
because of changes in production operations or conditions. Any
such changes shall be negotiated between the Company and the
Union.

ARTICLE VI - GRIEVANCE AND ARBITRATION PROCEDURE

SECTION 1. GRIEVANCE STEPS. For the purpose of this Article, a grievance shall be defined as a complaint against the Company in regard to the interpretation or application of this agreement or a complaint in regard to working conditions within the plant or on Company premises. The grievance procedure shall be as follows:

- A. STEP ONE. The employee, or a representative of a group of employees, or the steward of the department, or both, shall take the grievance up with the supervisor of the department. If it cannot be settled verbally, it shall be presented in writing to the supervisor of the department within three (3) working days. The supervisor shall give his decision in writing within two (2) working days after the grievance is received.
- B. STEP TWO. In the event the grievance is not settled with the department supervisor, the steward and a member of the Bargaining Committee shall present said grievance to the superintendent in writing. When the grievance is reduced to writing, there should be set forth in the space provided in the grievance all of the following:
 - (a) A statement of the grievance and the facts upon which it is based.
 - (b) The section or sections of this Agreement claimed to have been violated.
 - (c) The remedy or correction requested.
 - (d) The signature of the aggrieved person or persons.

Such written grievance shall be presented within three (3) working days following the supervisor's decision. The superintendent shall give his decision in writing within three (3) working days after receiving the grievance in writing.

- c. STEP THREE. In the event the grievance is not settled with the superintendent, it will be referred to the Human Resource Manager in writing within three (3) working days following the superintendent's decision. The Human Resource Manager will place the grievance on the agenda for discussion between the President of the Union, Chairman of the Bargaining Committee and a third member of the Committee to be chosen by the Union and an equivalent number of representatives from plant management at the next regularly scheduled Union-Management meeting, unless the issue is tabled by mutual agreement.

Union-Management meetings shall be scheduled on the second Thursday of each month at 10:00 a.m., providing there are grievances to consider and the issues are listed on an agenda presented to the Company by noon on the Tuesday prior to the meeting day. The meeting date may be changed by mutual agreement. Minutes of each Union-Management meeting shall be given to the Committee and results posted in the Plant no later than Wednesday noon following the meeting. If the Company or Union representative designated herein to make the presentation of the decision on the grievance is

not available, an additional five (5) working days shall be allowed. If the grievance is one which presents a possible continuing liability or is of an urgent nature, a special meeting may be held. The International Representative of the Union and the Company Director of Industrial Relations, or his representative, may also attend meetings at this step of the grievance procedure.

- D. ARBITRATION. If the grievance is not resolved as provided in subsection C hereof, it may, by written notice directed by one party to the other, be referred to arbitration. Such notice shall be given within twenty (20) days after the receipt of the final written decision of the Company.

Grievances concerning the interpretation or application of this agreement, except those dealing with wages, production standards, and health and safety, may be appealed to arbitration.

Selection of the arbitrator shall be done by the local Management and the Union jointly petitioning the American Arbitration Association for a panel of five (5) names from which the Union and the Company shall alternately strike one name from such panel until one remains. Such remaining person shall act as the arbiter.

The decision of the arbitrator shall be in writing and shall be final and binding upon both parties. One copy of the arbitrator's decision shall be sent directly to the

International Union, Arbitrator Service Department, 8000 East Jefferson Avenue, Detroit, Michigan.

The Company and the Union shall share equally the compensation and expenses of the arbitrator. All other arbitration expenses, including the payment of witnesses, shall be borne by the party incurring them.

The arbitrator shall have authority to interpret this agreement for the purpose of settling grievances, and he may modify penalties assessed by the Management in disciplinary discharges and layoffs; but he shall have no authority to add to or subtract from or change this agreement or to arbitrate wages, production standards, or health and safety.

- E. TIME LIMITS. It is understood that time limits established between steps of the grievance procedure may be extended by mutual agreement. In the event the Union fails to either request an extension of the time limits or appeal a grievance to the next step within the time limits, the grievance shall be considered resolved on the basis of the Company's last answer in the preceding step of the grievance procedure. Failure of the Company to either request an extension of grievance procedure time limits or to respond to a grievance within the time limits established in subsections A and B of this Section 1 will cause the grievance to be automatically advanced to the next grievance procedure step; however, in no case will such a grievance be automatically advanced into the arbitration

step of the grievance procedure. When a grievance has been satisfactorily settled, the terms of the settlement shall be reduced in writing and copies furnished to both parties.

F. RETROACTIVITY. Any claims, including claims for back wages by an employee covered by this agreement, or by the Union against the Company, shall not be valid for any period prior to the date the grievance was first filed. In any case, the claims shall be limited to thirty (30) days retroactive to the date the grievance was first filed.

Deductions from an employee's wages to recover overpayments made due to Company error shall be limited retroactively to a period not to exceed thirty (30) days prior to the date the employee was first notified of the overpayment.

SECTION 2. PAY FOR UNION TIME. Members of the Union Bargaining Committee and stewards will be paid for time spent in grievance settlement, provided, in the opinion of Management, the privilege is not abused.

Time spent in meetings with Management on grievances outside the employee's regular eight (8) hour shift will be paid for by the Company only if the Company requests that the meeting be continued beyond the employee's regular quitting time.

In the event that a shop committee person assigned to work during other than day shift working hours is scheduled to attend a meeting with Management during day shift working hours within the regular work week, he will be paid as herein specified and

his plant work schedule for that day will be reduced by the amount of time spent in the meeting with Management. In no case will the shop committeeperson affected be entitled to any special pay premiums under this Agreement's Article XI, Section 1-A as a consequence of attending such meetings.

Union Bargaining Committee members will be paid by the Company for regular work time missed during the normal work week as a result of labor agreement negotiations with Management, and overtime hours will be paid in accordance with Article XI, Section 1 (J) herein.

The rate of pay for Union representatives while settling grievances and while meeting with Management will be their hourly rate.

SECTION 3. PERMISSION FOR UNION TIME. No Union representative shall seek grievance settlement or use any time for grievance investigation without first receiving permission from his supervisor. Any Union representative authorized to function in a department in which he is not employed must notify his own supervisor before leaving his job or department and must check with the supervisor of the department to which he is going before proceeding further. The Company will recognize only the Union representative(s) designated to handle grievances in the appropriate step of this procedure.

SECTION 4. PAY RATE, PRODUCTION STANDARD AND HEALTH AND SAFETY DISPUTES. Any dispute concerning a rate or production standard which cannot be settled with the supervisor or the superintendent shall be immediately reduced to writing and presented by a Union Bargaining Committee member to the Company. The Company will promptly investigate and attempt to resolve such dispute. If the Union requests that an industrial engineer or time study person from the International Union be given an opportunity to investigate the disputed standard, such representative shall be allowed access to observe the job in dispute upon application to the Company in advance of the date of plant entry. He will, likewise, be permitted to check with the Company industrial engineer. It is expressly understood that pay rates and production standards may be set at the exclusive discretion of the Company, and disputes over these issues are not subject to and are specifically excluded from the grievance and arbitration provisions of this Agreement. The same procedure will be followed at the Union's request by the International Compensation and Safety Department representative in disputes involving health and safety.

SECTION 5. OFF-SHIFT PLANT ENTRY. When entering the plant on his own time for the purpose of investigating a grievance on an off-shift, the President, or his alternate in case of the President's absence, shall sign in with the plant guard or plant supervision and report first to the supervisor on the shift.

When entering a department for the purpose of this investigation, the President, or his alternate in case of the President's absence, will make his presence known to the department supervisor and will not discuss the grievance with any employee without first receiving permission from the supervisor, which permission will not be unreasonably withheld.

ARTICLE VII - STRIKES AND LOCKOUTS

The Company agrees that during the term of this Agreement there shall be no lockouts until all of the grievance procedures, including arbitration, have been exhausted, and in no case on which the arbitrator shall have ruled, and in no other case on which the arbitrator is not empowered to rule until after negotiations have continued for three (3) days. A layoff due to lack of work shall not be construed as a lockout.

The Union agrees that during the term of this Agreement there shall be no strikes, slowdowns, or stoppage of work until all the grievance procedures, including arbitration, have been exhausted, and in no case on which the arbitrator shall have ruled, and in no other case on which the arbitrator is not empowered to rule, until after negotiations have continued for three (3) days, and not even then unless authorized by the International Union, UAW. It is understood that the above prohibition will be applicable to strikes or work stoppages in support of, or in sympathy with, strikes or work stoppages by any

other local union or labor organization at this or in any other location.

ARTICLE VIII - DISCIPLINE AND DISCHARGE

SECTION 1. GENERAL. It is mutually agreed that the Company may adopt and publish rules of conduct for all employees, governing their conduct while upon the premises of the Company, provided that such rules are not contrary to the terms of this Agreement.

SECTION 2. RULE VIOLATION PENALTIES. Any employee of the Company who violates the published rules of conduct or other reasonable published requirements of the Company shall be subject to disciplinary action by the Company up to and including discharge.

SECTION 3. DISCIPLINE PENALTY LIMIT. It is recognized that an employee should be allowed to improve his status; therefore, disciplinary action shall relate only to those violations of the immediate past twelve (12) calendar months.

SECTION 4. DISCIPLINARY HEARINGS. An employee who is removed from his work or called to an office for an interview regarding unsatisfactory work or conduct or for violation of shop rules shall be represented by his steward or committeeman. The employee will be informed of his right to such representation.

The Company agrees to permit any seniority employee who has been disciplined by layoff or discharge to present his case to Management at the earliest possible date.

An employee will be suspended from work in the event violation of a plant rule warrants consideration of discharge. Imposition of the discharge penalty or of any lesser penalty Management may subsequently decide to impose will be delayed for five (5) working days, during which time two Committee members and the employee may meet with a member of management to present the employee's case, provided the Union requests such meeting promptly subsequent to notification of the suspension.

SECTION 5. DISCIPLINARY PROTESTS. In the event a discharged or disciplined employee desires to have the Union review the case with the Company, the matter will be handled in accordance with the grievance procedure as outlined in Article VI hereof.

SECTION 6. DISABILITY PLACEMENT OPTION. A seniority employee physically unable to fulfill the requirements of his job shall not be subject to discharge until after he has had a reasonable chance to qualify for other available work in the same department or plant. This provision shall not be construed as a guarantee of alternate or light duty employment if any employee is physically incapable of performing his job in a manner acceptable to the Company.

SECTION 7. ABSENTEEISM AND TARDINESS. Upon accumulating a total of four (4) points for unexcused absence and/or tardiness in a six (6) month period, employees will be issued a written warning. On the fifth (5th) point, employees will be counseled and issued a final written warning of impending discharge, and on the sixth (6th) point, the employee may be discharged.

Excused absences due to illness will not be counted, provided the employee has a good attendance record overall and provided further that the employee has not been granted excessive time off because of illness.

Absence due to serious illness or injury or death in the immediate family will not be counted if acceptable proof is presented.

Employees who receive two (2) or less points in any six month period will not be issued any notices or warnings regarding their attendance. Employees will first receive written notification of attendance policy violations after accumulating more than two (2) points, and record of the employee's status under this Section will be maintained in the personnel office.

Employees who have no unexcused absences or tardiness for a period of six (6) calendar months will have the points they have accumulated up to that point in time cleared from their absenteeism/tardiness record.

For the purpose of arriving at the number of points for unexcused absence and/or tardiness, as referred to above, each day of unexcused absence or tardiness of more than two (2) hours

will be counted as one (1) point, each unexcused tardiness of less than one-half (1/2) hour will be counted as one-quarter (1/4) point, and each unexcused tardiness of one-half (1/2) hour to two (2) hours will be counted as one-half (1/2) point.

Upon advance application to the supervisor, an employee may be given an excused absence if he presents an acceptable reason. Such requests will be approved or disapproved by the supervisor as soon as possible, but in no case later than the end of the shift on which the request was made.

ARTICLE IX - SENIORITY

SECTION 1. PROBATIONARY PERIOD.

All new employees will serve a continuous ninety (90) day probationary period without acquiring seniority after which, if the Company, at its sole discretion, determines that their work has been satisfactory, their seniority shall be considered as beginning with the first day of their most recent continuous service. During their probationary period, employees will not come under this Agreement except as specifically provided. It is recognized that the probationary period is a part of the Company's selection process and that transfer, reassignment or retention of any employee during the probationary period shall be at the sole discretion of the Company. Those persons who have worked at least forty-five (45) days and who are rehired within four (4) weeks after a break in service during the probationary period will receive credit toward fulfilling their probationary

period requirement equal to the number of consecutive work days worked without interruption prior to the break in service. There shall be no seniority among probationary employees, and they may be laid off, disciplined, discharged or otherwise terminated at the sole discretion of the Company and without recourse to any provisions of the Agreement.

SECTION 2. SENIORITY DEFINITIONS AND APPLICATION. Each employee covered by this Agreement shall have plant seniority and home department seniority.

Home department seniority will apply to the department into which an employee is hired or into which he is transferred or transfers. When the qualification periods listed herein are met, both shall be equal to the total length of service with the Company.

Plant seniority is defined as the length of time of continuous service of an employee with the Company. For purposes of this Agreement, continuous service is defined as uninterrupted employment not affected by a break or loss of seniority as specified in this Article IX, Section 11.

Simultaneously with the signing of this Agreement, the Company and the Union have agreed upon a seniority list containing the names of all the employees within the bargaining unit covered by this Agreement, and such list contains the name of each employee and the date from which his length of service shall be determined. This list, by reference, shall be an

integral part of this Agreement. The seniority list will be amended and posted every six (6) months and a copy of the seniority list will be given to the Union.

SECTION 3. SENIORITY COVERAGE. All employees will establish plant-wide and departmental seniority in the following groups:

- A. Group 1 - All employees and maintenance employees who are not specified in Group 2 or Group 3, including but not limited to, the following: fabrication, buffing, paint, extrusion, forge, shipping and receiving, building and grounds, Laboratory Helpers and Inspection/Plant-wide seniority.
- B. Group 2 - Fab Set-Up Man, Floor Inspector, Extrusion Press Operator, Forge Press Operator, Welder and CNC Operator and Set-Up/Plant-wide seniority once qualified.
- C. Group 3 - Maintenance Journeyman and Apprentices, Tool and Die Journeyman and Apprentices, Toolkeeper, Extrusion Die Maker, Extrusion Die Repairman and Trainees, Sample Maker and Layout Inspector/Date of entry into classification.

SECTION 4. WORK FORCE INCREASES. The procedure reflected within this Section will be followed when new bargaining unit jobs or vacancies occur, except as follows:

Group 2. Classifications identified as Fab Set-Up Man, Floor Inspector, Extrusion Press Operator, Forge Press Operator, Welder and CNC Operator and Set-Up will be increased in accordance with subparagraph K of this Section.

Group 3. Classification identified with Maintenance Journeyman and Apprentices, Tool and Die Journeyman and Apprentices, Extrusion Die Maker, Extrusion Die Repairman and Trainees, Sample Maker, Layout Inspector and Tool Room Stockkeeper will be increased in accordance with this Agreement's Article XVII.

A. PRODUCTION GROUPS. It is recognized by the parties that in the interest of quality and productivity, the Company may organize its work force into production groups, within the fabrication and extrusion operations, which will be established as follows:

- a. When the Company establishes a fabrication or extrusion group, the jobs within that group will be posted for bid in the departments in which the openings exist for two (2) working days. Employees shall be considered for the job on the basis of seniority, provided they are physically qualified to perform the job duties of the posted job.
- b. The Company maintains the right of assignment within each production group, and jobs within each production group will not be assigned on the basis of seniority.
- c. In the event an insufficient number of qualified employees apply for the positions within the production group, the Company will fill the remaining positions by assigning the most junior employee in the classification needed.

B. JOB POSTING WITHIN THE DEPARTMENT. With the exception of production helper classifications, which are not posted jobs, and production groups, as described in paragraph A

herein, employees of the department wherein an opening exists will be afforded the first opportunity to fill an open job. A notice of job opening and required qualifications will be posted on the bulletin board of the department in which such opening exists for two (2) working days. Employees shall be considered for the job on the basis of department seniority. The most-senior bidder will not be awarded a posted job if he has failed to satisfactorily perform the job on a previous occasion or if he is not qualified to perform the job duties of the posted job. Job qualifications, length of trial period, and whether the employee has satisfactorily completed the trial period shall be determined by the Company.

Approved job transfers shall be effective on the Monday following reassignment.

- C. HOME DEPARTMENT RECALL. If an opening is not filled through this Section's subparagraph A, an active payroll employee with home department seniority within the department wherein the job opening exists who is working in another department will be transferred. The phrase "home department recall" includes all employees who were transferred into a department at their request, whether or not such employees completed thirty (30) or more calendar days of employment. An employee whose interdepartment transfer request has been honored will not be recalled to his immediately preceding home department during his first thirty (30) days within his

new home department. An employee must accept recall to his home department.

- D. Employees may apply for a transfer at the Human Resource Department for departments outlined in Article V, Section 2 (A) other than their own department (except Skilled Trades and Inspection). An employee requesting transfer to a different department shall be considered on the basis of plant seniority. The most senior bidder will not be awarded a job opening if he has not, or has failed to, satisfactorily perform the job on a previous occasion [or] if, since failing to perform the posted job satisfactorily, has not performed other similar work within the plant which would warrant affording him another opportunity to perform the posted job, or if he is not qualified to perform the job duties.

The Company reserves the right to retain an employee who otherwise would be transferred for a reasonable length of time in order to train his replacement.

Request for all transfers must be initiated by Wednesday of the week preceding the week in which the transfers take place.

- E. JOB POSTING PLANT-WIDE. If an opening is not filled through this Section's subparagraphs A, B, C and D, the opening will be posted with the basic job requirements, for a period of two (2) working days. Employees will be considered for the job on the basis of their bargaining unit seniority. The

most-senior bidder will not be awarded a posted job if he has failed to satisfactorily perform the job on a previous occasion or if he is not qualified to perform job duties. Job qualifications, length of trial period, and whether the employee has satisfactorily completed the trial period will be determined exclusively by the Company.

- F. RECALL FROM INACTIVE STATUS. In the event a job opening cannot be filled through this Section's subparagraphs A through E, the inactive payroll employee with the most plant-wide seniority who is available and who is qualified to perform the job will be recalled to active employment. Recalled employees must accept the first open job.
- G. If the Company cannot fill the position under paragraphs A-F herein, the Company will post the position plant-wide as a trainee position at the lowest rate of pay for the position, setting forth the qualifications necessary to train for the position and the time within which the trainee will be considered qualified.
- H. If the Company cannot fill the position under paragraphs A-G herein; the Company will have the right to hire a new employee to fill the vacancy.
- I. An employee who is awarded a job to which he has bid or transferred will be considered ineligible to bid or transfer again for a period of one (1) year. In the event an employee is awarded a job opening and within thirty (30) days on such job is not able to meet the average

requirements of that job, the employee shall be returned to his former classification and rate, provided such work is available.

- J. An employee who is awarded a job opening in Group 2 under this Section must complete a six (6) month training period, which time period will also be required before the employee establishes plant seniority in his new position, and the employee cannot bid out of the department for one (1) year. Shift preference may be exercised after three (3) months in the new position.
- K. With regard to Group No. 2 herein (Fab Set-Up Man, Floor Inspector, etc.), new bargaining unit jobs or vacancies will be filled in the following order of preference: First, by a qualified employee who had been working in this classification [Group 2] and who, upon a reduction in force had sufficient plant-wide seniority to bump into a position in Group 1, and who is currently working in Group 1; Second, by a qualified employee on layoff status who has previously occupied the position sought to be filled and performed the job in a satisfactory manner. If the position cannot be filled in this manner, then it will be filled in accordance with the provisions of paragraphs A, B, C, D and E herein.

SECTION 5. REDUCTION IN FORCE AND/OR DISPLACEMENT. When the Company schedules a reduction in force, other than a temporary

reduction as defined in Section 9 herein, positions shall be reduced in the following manner:

A. Probationary employees shall be laid off first.

B. (1) Employees in Group (1) who are not in a posted production group will be laid off in accordance with their plant seniority, providing the remaining seniority employees are qualified to perform the available work. Employees laid off within the Group (1) classification will have their seniority checked on a plant-wide basis, laying off the lowest seniority employee progressively to the oldest seniority employee in accordance with the seniority list.

(2) Employees who are reduced from a posted production group position will return to a production helper classification within the non-posted production helper pool of employees; they may not exercise seniority rights to bump into another posted production group outside the one from which they have been reduced.

In the event of a layoff in which the employee within the production group is reduced from that group and does not have sufficient plant seniority to remain within the plant in accordance with the provisions of Article IX, Section 5, paragraph B(1), but does have sufficient plant seniority to bump a less senior employee in another posted production group; the employee may bump the less senior employee in

another production group, provided the employee is qualified to perform the job duties of the bumped employee.

C. Employees in Group (2) may be retained in their classification out of line with their plant-wide seniority. When a reduction is necessary in Group (2), the junior seniority employee in the classification will be laid off first progressively to the senior in accordance with the seniority list, provided only that the remaining seniority employees are qualified to perform the available work.

D. When reductions in force are necessary in Group (3), they will be laid off in accordance with the Skilled Trades Supplementary Agreement which is part of this Agreement.

E. No employee will be entitled to request a voluntary layoff for a period of one (1) year following the effective date of this Agreement. After the one (1) year moratorium on voluntary layoffs, a senior employee in a classification and department being reduced in conjunction with a plant layoff may volunteer for layoff by making his written request known to the personnel department by the Wednesday prior to the day the layoff is to take effect. A senior employee who elects voluntary layoff will be laid off for a minimum period of ninety (90) calendar days unless recalled through the normal recall procedures. Recalls prior to the ninety (90) day period will be in junior-to-senior employee order. When the senior employee who has exercised his voluntary layoff right returns to his classification, he must bump the

junior employee in that classification; his return cannot trigger another voluntary layoff by any employee within that classification or department.

- F. RECALL. Whenever it becomes necessary for the Company to increase the working force covered by this Agreement, recall shall be done in reverse order of layoff.

SECTION 6.

- A. TEMPORARY TRANSFERS NOT RESULTING FROM THE LAYOFF PROCEDURE. An employee may be temporarily transferred from one department and/or classification on a shift to another by the Company at its discretion to alleviate problems of absenteeism, lack of work, leave of absence, injury, or other temporary conditions. An employee who is transferred in accordance with this Section shall receive his current rate, or the rate of the job to which he is transferred, whichever is higher. An employee will not be transferred under the provisions of this Section for a period exceeding five (5) working days on any one transfer, except that for leave of absence and vacation replacement purposes, such transfer will not exceed thirty (30) calendar days, unless otherwise mutually agreed. In the case of a transfer as a result of an authorized leave of absence or vacation replacement, the Company will establish from which department and job classification employees may be spared,

and select the most junior employee in that department for transfer.

- B. A temporarily transferred employee may not bid, may initiate interdepartment transfer requests and may not exercise shift preference. The temporary transfer procedure is not intended to replace the normal job-posting procedure as outlined herein, and is to be used only to ensure the efficient operation of the plant as set forth in paragraph A.

SECTION 7. PREFERENTIAL SENIORITY. All persons elected or appointed to hold local Union positions must be employees of the Company. The President, Vice-President and members of the Bargaining Committee of the Union shall head the seniority list during their terms of office, but shall be returned to their original standing upon termination of their service on said committee or in said office. The President or members of the Bargaining Committee shall be assigned to the number 1 (day) shift, except the "night committee person" who shall be assigned to the number 2 (afternoon) shift (except during negotiations when he or she shall be assigned to the number 1 (day) shift), during their terms of office, but such Union officers shall be assigned to a shift according to their seniority upon expiration of their terms of office. Stewards shall head the seniority list in their respective departments or districts during their term of office. The Local officers, committee persons, and

stewards shall in the event of a layoff be continued at work as long as there is a job in their respective departments which they are able to do without training. Seniority under this Section will apply to layoff and recall only.

SECTION 8. EXCLUDED EMPLOYEES. The appointment or selection of employees for supervisory positions or any other position not subject to the provisions of this Agreement is not governed by this Agreement. Present supervisory employees will retain the seniority held in the bargaining unit as of the effective date of this Agreement.

A seniority employee promoted to a position outside of the bargaining unit after the effective date of this Agreement shall retain the seniority held at the time of such transfer and shall accumulate seniority while working in such position for a period not to exceed six (6) months. The Company may exercise the option to return the employee to the bargaining unit during this six (6) month period. For any employee appointed or selected to a supervisory position after the effective date of this Agreement, then failure to exercise this option will result in termination of bargaining unit seniority. Any employee appointed or selected to a supervisory position prior to the effective date of this Agreement shall retain his bargaining unit seniority, and will not be subject to termination of his bargaining unit seniority unless he returns to the bargaining unit and is later

appointed to a supervisory position, in which case the termination of seniority provisions of this Section will apply.

SECTION 9. TEMPORARY LAYOFFS. If, due to acts of God or to circumstances beyond the Company's control, the work force must be temporarily reduced, employees may be laid off for up to and including five (5) consecutive working days. Senior employees of the affected department and shift will be given preference for available work, and the least-senior employees of the affected department and shift will be laid off, providing senior employees are able to perform required work. Temporarily laid off employees will not be privileged to bump.

SECTION 10. RECALL NOTIFICATION. Employees shall be notified of their recall to work by either personal message, telephone, or telegraph, confirmed by certified mail, return receipt requested. Upon being recalled, employees who fail to report for work within the period outlined in Section 11-D of this Article shall be considered to have voluntarily quit.

Employees shall notify the Company of their proper post office address or change of address and no consideration shall be given an employee who fails to receive notice because of failure to comply with this provision. The Company shall give the employee a receipt of notification. The Company shall be entitled to rely upon the address shown upon its records.

SECTION 11. SENIORITY BREAKOFF. Seniority is broken under the following conditions:

- A. When an employee quits.
- B. When an employee is discharged.
- C. Being laid off the Company payroll continuously for a period as follows:
 - 1. One (1) year for seniority employees with less than one (1) year's seniority at the time of layoff.
 - 2. For a period of time equal to the length of seniority at the time of layoff, up to a maximum of two (2) years for employees with one (1) to two (2) years' seniority.
 - 3. Employees with more than two (2) years seniority may obtain protection for an additional year (making a total maximum of three (3) years from date of layoff) by indicating to the Company in writing that it is their intention to return to work when recalled. Such notice must be given to the Company and the Union by registered mail fifteen (15) days following the two (2) continuous years of layoff referred to above.
- D. Failure to notify the Company of intention to return to work within three (3) days after receiving notice sent by the Company through certified mail, return receipt requested, and failure to return within three (3) days from receipt of notice from the Company. No employee shall lose his seniority if failure to return to work when called is caused by sickness or accident, provided that the Company is

notified in writing by a physician, and provided further that such employee upon his recovery shall immediately report to the Company for work, provided work is still available. The Chairman of the Bargaining Committee of the Union will be notified in writing of any employee's failure to report for work within three (3) days after notice has been received. In the event that the United States Postal Service returns such notice as undeliverable at the address last reported by the employee to the Company, as per this contract's Article XVI, Section 10, his seniority will be terminated.

- E. Failure to come to work for three (3) consecutive days without properly notifying the Company and giving reasons acceptable to the Company for such absence. Such employee shall conclusively be presumed to be a voluntary quit.
- F. When an employee retires.
- G. Failure to report for work within ninety (90) calendar days after receiving a military discharge, provided, however, that discharged servicemen on medical leave of absence shall not be subject to the provisions of this subsection.
- H. Failure to report for work upon the expiration of a leave of absence without giving a reason acceptable to the Company.
- I. If the employee has made a redemption settlement under the Workers' Compensation Act.
- J. If an employee fails to report to work at the beginning of his regularly scheduled shift on the first regular work day

after a disciplinary layoff unless a satisfactory reason, acceptable to the Company, is given for failing to timely report.

SECTION 12. SENIORITY LISTS AND UNION OFFICER LISTS. The Company will furnish to each member of the Bargaining Committee and stewards a complete plant seniority list each six (6) months. Copies will be posted on the bulletin boards. The Company will maintain in the Human Resource Department a master seniority list which will be kept up to date at all times. Two (2) or more employees having the same date of first employment shall, for all seniority consideration, be listed as follows:

Day shift employee ranks first, afternoon shift employee ranks second, and midnight shift employee will be given the following day's date. If two (2) or more employees begin work on the same shift, they will rank according to the order in which the employment paperwork is completed. If transferred to another department, they will be ranked according to the plantwide master seniority list.

The Company will furnish to the Union each month a list of additions or deletions.

The recording secretary of the Union will provide the Company with an up-to-date written list of committeepersons, officers, and stewards each six (6) months and/or whenever there are changes.

SECTION 13. SHIFT PREFERENCE. Twice each year, employees having departmental seniority may make application for transfer to another shift in the same classification and department as they

are working in at the time of application. Such applications will be made in writing to the Human Resource Department. No further changes will be made unless an opening in the same classification and department should occur on another shift during such period. In the event such an opening occurs, preference will be given to the longest-seniority employee who has made application for that shift. An employee may not exercise shift preference against an employee filling a temporary vacancy or during the probationary period of any employee. It is recognized that where necessary an experienced employee shall be assigned an off-shift for the time required to train a new employee.

When an employee is able to exercise shift preference under this section, he will be transferred as soon as possible, but in any event, if the employee has completed and filed his application by Wednesday, his transfer will be effective the following Monday; if his application is not completed and filed by Wednesday, then he will be transferred the second Monday after filing.

SECTION 14. HUMANITARIAN PLACEMENT. When an employee's absence from work is due solely to his being incapacitated for work through accident or occupational disease arising out of and within the scope of employment, he shall not lose seniority and shall be returned to work in accordance with his seniority pursuant to Article X of this Agreement as nearly as may be

practicable, as if he had not suffered such disability, provided he returns to work within five (5) years or a period of time equal to his seniority, whichever is less, and is able to perform work available to him when he returns. In the event that he is so incapacitated as not to be able to perform his regular work, he may be employed in other work which is available and which he can perform without regard to the seniority provisions of this Agreement.

ARTICLE X - LEAVES OF ABSENCE

SECTION 1. ELIGIBILITY. An employee requesting a leave of absence for more than one (1) day shall make application therefor in writing, on a form provided for that purpose, to the supervisor of the department in which he is employed. Employees must have six (6) months' or more seniority to be eligible for consideration of a leave of absence, except in those cases where definite proof is provided that they are unable to work due to emergency or sickness. A Union committeeperson will be advised if the Company denies an emergency leave request.

SECTION 2. GENERAL LEAVES. Leaves of absence for reasons other than medical or for vacation may be granted at the discretion of the Company to any employee for such period as the Company may determine, but not exceeding two (2) months. When a leave of absence is granted to an employee, before it shall become effective, he and the Union shall be furnished with a written

notice of the duration of such leave. The employee must state the reasons he desires a leave on his application. It is agreed that leaves under this section are to be granted only under special and/or unusual circumstances. Vacations are not considered to be a leave of absence.

SECTION 3. MEDICAL LEAVE. The Company will grant medical leaves of absence not to exceed thirty (30) days for personal illness, disability or injury to employees with seniority upon presentation of competent medical proof. If the illness or disability continues beyond thirty (30) days, the claimant must submit a statement from his doctor requesting an extension, stating the expected length of the extension, and specifying the reason for the extension. Seniority of employees granted leave under this provision will accumulate for up to a maximum of two (2) years, provided the necessity for the leave is substantiated by competent medical evidence.

An employee returning from a medical leave of absence must present to the Company Human Resource Department a return-to-work permit from the employee's personal physician. Under normal circumstances, if the medical leave of absence was thirty (30) days or more duration, the employee will be examined by the Company physician before being allowed to resume work; however the Company reserves the right to require periodic examination(s) by the Company doctor either during or following any absence due to illness or injury. Examination by the Company doctor, when

required either during or following a medical leave of absence, will be handled with the least delay possible consistent with the other demands on the doctor or his substitute doctors.

If, following a leave of less than thirty (30) days' duration, examination by the Company doctor is required in addition to the return-to-work permit from an employee's personal doctor, such employee will be notified of the time and place for the examination, so that work time otherwise available will not be lost. In the event the employee is approved for work by the Company doctor and otherwise available work time has been lost, the employee will be paid an amount equal to that which he would have earned during such lost time, providing the employee has notified the Company of his availability for work at the earliest reasonable time following release by his personal physician.

In any case wherein an employee has been released by his personal doctor to return to work from a medical leave of absence, and the Company doctor subsequently refuses approval for such return, and if the employee has been receiving sickness and accident benefits and/or is otherwise eligible for such benefits, those benefits will be paid until return to work is allowed or until the maximum benefit limit is reached.

A maternity leave of absence will be granted to an employee who is pregnant and will be treated as any other medical leave in accordance with applicable State and Federal law.

Notwithstanding any other provision of this section, the Company has no obligation to reinstate employees with medical restrictions.

SECTION 4. OTHER WORK DURING LEAVE. An employee while on leave of absence accepting employment by others for compensation without permission of the Company shall be deemed to have voluntarily quit.

SECTION 5. UNION LEAVES. Employees elected or selected to perform Union duties shall be granted leave of absence until such service shall end.

SECTION 6. EDUCATIONAL LEAVES. Employee veterans who have acquired seniority and other employees with seniority of one (1) or more years who desire to further their education may make application for leave of absence for that purpose. The granting of such a leave shall be subject to mutual agreement between the Company and the Union following consideration of the applicant's length of service and type of schooling to be followed. Such a leave shall be continuous for a period not to exceed twelve (12) months. Additional leaves of absence may be granted at the option of Management.

SECTION 7. SENIORITY CONTINUATION DURING LEAVES. Seniority shall accumulate during authorized leaves of absence.

ARTICLE XI - WAGES, HOURS, AND OVERTIME

SECTION 1. OVERTIME. For the purpose of computing overtime premium pay, unless otherwise provided herein, the regular working day is eight (8) hours and regular working week is forty (40) hours.

The working week shall be deemed to commence with the number three (3) shift Monday (7:00 p.m. Sunday to 5:00 a.m. Monday) and ends one hundred sixty eight hours thereafter.

Work schedules which exceed eight (8) hours per day or forty (40) hours per week, unless otherwise provided herein, shall be compensated for as follows:

- A. DAILY. Time and one-half will be paid for all hours worked in excess of eight (8) hours per day in any continuous twenty-four (24) hours and for all hours worked in excess of forty (40) hours per week. When hours are worked in excess of eight (8) in twenty-four (24) hours because of an employee-requested shift change, such hours will not be considered for overtime premium pay, unless those hours otherwise qualify for such premium pay.
- B. SATURDAY. Time and one-half will be paid for Saturday work. No employee shall be laid off during the week for the purpose of avoiding overtime payment.
- C. SUNDAY AND HOLIDAYS. Double time will be paid for work on Sundays and for work on the designated holidays.

- D. PYRAMIDING. There shall be no pyramiding of overtime pay, and allowance made for time not worked shall not be used in computing hours worked.
- E. NOTICE. It is understood that overtime will be compulsory when notice is given. The Company agrees that for the purposes of this Section, an employee will be notified of overtime work the preceding day, and for work to be performed on Saturdays and holidays, the Company agrees to give nine (9) working hours' notice. The notice provisions in this paragraph will not be required in the event the Company is unable to provide notice due to acts of God or circumstances outside the Company's control (e.g., sabotage).
- F. OVERTIME WORK OPPORTUNITIES. When overtime is necessary, employees who are assigned to the classification shall work the overtime period. Insofar as practical, employees working on the same operation shall have the overtime divided equitably among them.
- G. EQUALIZATION OF OVERTIME. It is recognized by the parties that the needs of the business may require overtime work and that the jobs involved must be manned by qualified employees working on an overtime basis. The amount of overtime and the schedule for working such overtime will be established by the Company.

All employees overtime hours will be adjusted to zero (0) hours beginning January 1, 1991.

With the exception of the production groups described herein, a grouping of each classification, by department and shift, is referred to in these provisions as an "overtime equalization group."

The Company shall make every reasonable effort to distribute overtime work among qualified employees within a particular classification and/or department as equally as practical.

The Company may organize its work force into production groups, which will work together when overtime is required. Each production group will constitute an overtime equalization group, and overtime within each group will not be balanced against any other group, including employees who are working in production helper classifications outside the posted production groups.

When an employee is given an overtime assignment, the employee shall be required to work the full scheduled number of hours. An employee shall not be required to work more than three (3) consecutive Saturdays.

When overtime opportunities are greater than the employees within an overtime equalization group, other employees qualified to perform the available work on the shift affected, will be requested to perform said

overtime. In the event no qualified employee volunteers to perform the overtime work, the junior employee in the classification will be required to work.

An employee who is absent at the time he would have been offered an overtime assignment or who is unable to work the day the overtime is to be worked shall be charged on the overtime equalization list for any overtime for which he would otherwise be eligible. An employee who is given an overtime assignment and who fails to report for work without acceptable excuse will be charged double the overtime hours available to work. Overtime will be charged on the employee's overtime equalization group record by multiplying the actual numbers of hours offered or worked by the appropriate rate of pay to be paid for such overtime (1 1/2 or 2 times). An overtime equalization record will be posted in each department and will be updated on a weekly basis.

A probationary employee, recalled employee, reclassified employee or an employee assigned to another shift will be charged with the average accumulated overtime hours of the overtime equalization group at the time he enters the group.

Upon being laid off, or reclassified, an employee shall have all overtime charges cancelled. Upon subsequent

return to his equalization group, the employee will be charged with the average accumulated overtime hours of that overtime equalization group.

It is understood that employees from other overtime equalization groups shall be charged on their overtime equalization group records for work performed outside of their overtime equalization group.

- H. UNION REPRESENTATION ON OVERTIME. When more than five (5) employees are scheduled to work overtime in a steward's department, the steward will be offered an opportunity to work, provided that he is qualified to do one of the jobs scheduled to be performed and actually performs that job during the overtime period. Stewards working on overtime pursuant to this paragraph may not handle or investigate or otherwise deal with any matter raised, before the overtime period begins, either in a formal grievance or otherwise.
- I. UNION TIME AWAY FROM PLANT. No local Union officer shall take time away from the plant for the purpose of conducting union business except with the permission of the personnel manager or his designated representative. Such permission shall be granted in the event the officer leaves the plant during his work shift to perform duties for the Union and the time so taken from his regular work shift shall, for the purpose of computing pension and vacation credits, be considered

as time actually worked. In the event a Union officer leaves the plant with permission, and returns to the plant during overtime hours, the overtime premium will be paid only if the Union officer actually performs bargaining unit work in the classification in which he is employed.

- J. UNION TIME IN CONTRACT NEGOTIATIONS. Time spent by the Bargaining Committee in contract negotiations will be counted as time worked for the purpose of pension credit, vacation hour requirements, vacation pay computations, and to satisfy the conditions for holiday pay if otherwise eligible.

In the event the Company requests members of the Bargaining Committee to participate in collective bargaining negotiations beyond their regularly scheduled shift, and if an overtime opportunity would otherwise have been available to the Bargaining Committee member and he indicates his availability to work the overtime, then he will be paid for and charged with the number of overtime hours missed as a result of collective bargaining negotiations. If overtime opportunities are available either before or after the commencement or conclusion of a regularly scheduled collective bargaining meeting with the Company, then the Committee member must work the overtime in order to receive the overtime pay.

SECTION 2. HOLIDAY PAY COMPUTATION. Employees will be paid eight (8) hours' pay at their regular straight-time hourly rate, exclusive of night shift and overtime premium for the holidays specified elsewhere in this contract, providing they meet all of the eligibility rules set forth in this contract.

SECTION 3. SHIFT DESIGNATION.

- A. An employee whose scheduled shift starts on or after 7:00 p.m., but before 5:00 a.m., shall be deemed to be working the number three (midnight) shift.
- B. An employee whose scheduled shift starts on or after 5:00 a.m., but before 10:30 a.m., shall be deemed to be working the number one (day) shift.
- C. An employee whose scheduled shift starts on or after 10:30 a.m., but before 7:00 p.m., shall be deemed to be working the number two (afternoon) shift.
- D. Notwithstanding any of the provisions contained in Article XI, the Company reserves the right to negotiate with the Union during the term of this contract to adjust shifts and employee work schedules to ensure efficient production and timely maintenance of plant and equipment at regular hourly rates of pay. The Union acknowledges that if accelerated production demands create excessive overtime or staffing problems the provisions in paragraphs A, B and C herein may require adjustment. If after negotiations, the Company implements a schedule not covered in this contract, the

Union may utilize the grievance and arbitration procedure to challenge the newly implemented schedule.

SECTION 4. REPORT PAY. An employee permitted to report for work without having been notified that there will be no work will be given four (4) hours' work or four (4) hours' pay at his regular rate. This provision shall not apply when the lack of work is due to a labor dispute at this plant, fire, acts of God, utility failure, or other causes beyond the control of the Company. Employees absent at the time notice is given that there will be no work and employees reporting for work following a leave of absence will not be entitled to call-in pay.

SECTION 5. CALL-BACK PAY. Any employee called back to work after he has left at the end of his scheduled shift will be given a minimum of four (4) hours' work in the plant or four (4) hours' pay at his regular hourly rate. An employee called to work during a shift other than the one he is regularly working, because of an emergency, will be paid a minimum of four (4) hours' pay. This will not include persons continuing work into another shift beyond their regular working hours or persons who report to another shift or who report early to their shift at their request.

SECTION 6. PAYCHECKS. Under normal conditions, day shift employee paychecks will be distributed prior to the end of the

regular shift on Thursday of each week; afternoon shift employee paychecks will be distributed prior to the lunch break on Thursday of each week; and midnight shift employee paychecks will be distributed prior to the lunch break on Friday of each week. However, any such employees who receive paychecks on Thursday and who do not complete their work shift on Thursday or who do not report to work on the scheduled next day following receipt of said paychecks will forfeit their privilege of being paid on Thursday until they have demonstrated improved work attendance.

SECTION 7. SHIFT PREMIUM. A shift premium of twenty-three cents (\$.23) per hour will be paid to employees regularly working on the third (midnight) shift. A shift premium of eighteen cents (\$.18) per hour will be paid to employees regularly working on the second (afternoon) shift.

SECTION 8. WAGES.

A. WAGE TABLE. Hourly pay rates by job classification during this contract's term shall be as follows:

Effective 11/08/90

<u>Bargaining Unit</u> <u>Job Classifications</u>	<u>Start</u> <u>Rate</u>	<u>45</u> <u>Days+</u>	<u>90</u> <u>Days+</u>
Lea, Sand & Deburr	11.01	11.08	11.14
Stockkeeper	11.03	11.10	11.16
Ext. Billet Saw/Utility	11.03	11.10	11.17
Warehouseman	11.04	11.11	11.17

Oiler	11.09	11.15	11.21
Laboratory Helper	11.14	11.20	11.26
Fab Set-Up Man	11.16	11.22	11.29
Floor Inspector	11.22	11.28	11.35
Hand Buffing (Separately or in combination with Deburring)	11.30	11.37	11.43
Extrusion Press Opr.	11.33	11.39	11.46
Forge Press Opr.	11.34	11.40	11.46
Inventory	11.35	11.41	11.49
Truck Driver	11.38	11.44	11.52
CNC Opr. & Set-Up	11.42	11.49	11.56
Janitor-Sweeper	10.46	10.52	10.59
Labor-Material Handler	10.58	10.65	10.71
Production Helper (Fab, Forge, Ext., Ship & Rec., Paint Dept.)	10.85	10.91	10.99
Tank Maintenance	10.91	10.97	11.05
Ext. Die-Head Man	10.94	11.00	11.07
Saw Operator/Set Up	10.95	11.01	11.09
Forge Chamfer Opr.	10.97	11.03	11.10
Forge Grinder Opr.	10.97	11.03	11.10
Silk Screener	10.97	11.03	11.11
Gas Welder	11.01	11.08	11.14

+Calendar days of employment

<u>(Group 3)</u> <u>Skilled Job</u> <u>Classifications</u>	<u>Wage Progression</u> <u>Steps</u>	<u>Effective</u> <u>11/08/90</u>
Sample Maker	Start Rate	11.62
	After 6 months	11.68
	After 1 year	11.74
	After 1½ years	11.81
	After 2 years	11.87
Layout Inspector	Start Rate	11.70
	After 6 months	11.76
	After 1 year	11.83
	After 1½ years	11.89
	After 2 years	11.96
Toolkeeper	Start Rate	11.72
	After 6 months	11.78
	After 1 year	11.84
	After 1½ years	11.91
	After 2 years	11.97
Extrusion Die Repair	Start Rate	12.19
	After 6 months	12.25
	After 1 year	12.31
	After 1½ years	12.37
	After 2 years	12.43
Extrusion Die Maker	Start Rate	12.49
	After 6 months	12.55
	After 1 year	12.61
	After 1½ years	12.67
	After 2 years	12.73
Maintenance Department Trainees (other than Indentured Apprentices)	After 2,000 hours	12.45
	After 3,000 hours	12.53
	After 4,000 hours	12.60
	After 5,000 hours	12.69
	After 6,000 hours	12.78
	After 7,000 hours	12.86
	After 8,000 hours	12.93

Maintenance Department Indentured Apprentices	1st 1,000 hours	9.82
	2nd 1,000 hours	10.26
	3rd 1,000 hours	10.71
	4th 1,000 hours	11.15
	5th 1,000 hours	11.60
	6th 1,000 hours	12.04
	7th 1,000 hours	12.49
	8th 1,000 hours	12.49
	Approved by Joint Apprenticeship Committee	12.93
Tool Room Trainees (other than indentured Apprentices)	After 2,000 hours	12.59
	After 3,000 hours	12.69
	After 4,000 hours	12.76
	After 5,000 hours	12.85
	After 6,000 hours	12.93
	After 7,000 hours	13.02
Tool Room Indentured Apprentices	After 8,000 hours	13.09
	1st 1,000 hours	9.92
	2nd 1,000 hours	10.37
	3rd 1,000 hours	10.83
	4th 1,000 hours	11.28
	5th 1,000 hours	11.73
	6th 1,000 hours	12.18
	7th 1,000 hours	12.64
	8th 1,000 hours	12.64
	Approved by Joint Apprenticeship Committee	13.09

B. WAGE ADMINISTRATION GUIDELINES.

1. To determine the effective date of any scheduled rate increases, each calendar day shall be counted, except that the effective date of any scheduled rate increase will be extended by the number of days absent or tardy during the relevant time period.
2. An employee appointed to group leader shall receive six cents (\$.06) per hour above the highest hourly rate within the group he serves. Ninety (90) calendar days

thereafter, a group leader will be considered for an additional six cents (\$.06) per hour merit increase, which, if granted, will result in twelve cents (\$.12) per hour above the highest rate in the group. (The highest prevailing hourly pay rate for the job classification "Extrusion Press Operator" will be the highest group rate within the Extrusion Department; the highest prevailing hourly rate for the job classification "Floor Inspector" will be the highest group rate within the Inspection Department.)

3. An employee placed into a higher rated job classification shall receive the wage rate of the new job classification which is at least equal to the employee's former wage rate. If no wage rate in the new job classification is equal to the employee's former wage rate, the employee shall receive the wage rate of the new job classification which is above and closest to the employee's former wage rate. After the completion of ninety (90) calendar days of employment under the new job classification, an employee shall receive the next highest wage rate, if any. An employee with previous experience in a new job classification who is able to immediately and satisfactorily perform the new job shall receive the ninety (90) day wage rate. An employee of a new job classification may be returned to his former job and

seniority status at any time during his first forty-five (45) calendar days of employment in the new job classification if, in the supervisor's judgment, the employee has failed to show the ability necessary to continue in the new job classification.

4. An employee placed into a lower-rated job classification shall receive the same hourly pay rate he would have received had he upgraded to the job from a "Production Helper" classification. On or before the completion of ninety (90) calendar days of employment in the lower-rated job classification, the employee shall receive the next wage rate step, if any. Should an employee have previous experience in the lower-rated job classification and be able to immediately and satisfactorily perform the new job without training, he shall receive the maximum hourly pay rate for that classification.
5. An employee who is downgraded to a "Production Helper" job classification shall receive the highest hourly pay rate in the "Production Helper" classification to which he is assigned, providing he is able to immediately and satisfactorily perform the new job without training. If he is not able to immediately and satisfactorily perform the job without training, then after the completion of ninety (90) calendar days of employment, the employee shall receive the next wage

rate step in the "Production Helper" classification, if any.

6. An employee who is downgraded to a job with a wage rate lower than "Production Helper" shall receive the highest hourly rate in the downgraded classification, providing he is able to immediately and satisfactorily perform the new job without training. If he is not able to immediately and satisfactorily perform the job without training, after the completion of ninety (90) calendar days of employment, the employee shall receive the next wage rate step, if any.

SECTION 9. NEW PAY RATE. Rates for new job classifications as established by the Company shall be designated as temporary and the Union notified thereof within five (5) days of the effective date of the newly established rate. The rate shall be considered temporary for a period of one (1) month following the date of notification to the Union. During this period, the Union may request the Company to negotiate the rate for the job classification. The negotiated rate, if higher than the temporary rate, shall be applied retroactively to the date of the establishment of the temporary rate. If no request has been made by the Union to negotiate the rate within the one (1) month period or upon completion of negotiations, the temporary rate or the negotiated rate, as the case may be, shall become the

established rate for the job classification, which rate will not be subject to either the grievance procedure or arbitration.

SECTION 10. BEREAVEMENT PAY. When death occurs in an employee's family (i.e., spouse, parent or stepparent, parent or stepparent of a current spouse, child or stepchild, grandchildren, brother, brother-in-law or sister-in-law, stepbrother or half-brother, sister, stepsister or half-sister, or grandparents of employee or spouse), the employee will be excused upon his written request for any of the first three (3) normally scheduled working days (excluding Saturdays, Sundays and holidays) immediately following the date of death, provided he attends the funeral.

An otherwise eligible employee may elect to defer his bereavement leave to any time period within the first ten (10) consecutive days immediately following the date of death, providing he makes prior arrangements at the Company's Human Resource Department. Such deferment of bereavement leave time will not disqualify an otherwise eligible bereavement pay recipient as hereinbefore provided.

By notifying the Company in advance, an employee may extend a scheduled vacation absence by three (3) days in the event that a qualifying death occurs during his scheduled vacation absence; such extension will serve to qualify such employee for bereavement pay.

In the event a member of the employee's immediate family, as above defined, dies while in the active service of the Armed

Forces of the United States, the employee may, should the funeral be delayed, have his excused absence from work delayed until the period of three (3) normally scheduled working days, which includes the date of the funeral. In the event the body of a member of the employee's immediate family, as above defined, is not buried in Continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, the requirement that the employee attend the funeral will be waived.

An employee excused from work under the above paragraph shall, after making written application, receive the amount of wages he would have earned by working during straight-time hours on such scheduled days of work which he is excused (excluding Saturdays, Sundays and holidays, or in the case of employees working in necessary continuous seven (7) days operations, the sixth (6th) and seventh (7th) work days of the employee's scheduled working week and holidays).

No employee shall be compensated under this section if he works.

SECTION 11. JURY DUTY. An employee with one (1) or more year's seniority who is summoned and reports for jury duty as prescribed by applicable law shall be paid by the Company an amount equal to the difference between the amount of regular straight-time wages the employee otherwise would have earned by working during

straight-time hours for the Company on that day and the daily jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each day on which he reports for or performs jury duty and on which he otherwise would have been scheduled to work for the Company. The Company's obligation to pay an employee for jury duty is limited to a maximum of sixty (60) days in any calendar year.

In order to receive payment, an employee must give his supervisor and the Human Resource manager prior written notice that he has been summoned for jury duty and must furnish satisfactory evidence that he reported for or performed jury duty on the days for which he claims such payment. The provisions of this section are not applicable to an employee who, without being summoned, volunteers for jury duty.

ARTICLE XII - HOLIDAY PAY

SECTION 1. HOLIDAYS AND ELIGIBILITY. All hourly-rated employees shall receive holiday pay for Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and the Christmas holiday period, providing:

- A. The employee has seniority as of the date of the holiday.
 - B. The employee would otherwise have been scheduled to work on such day if it had not been a holiday.
 - C. The employee must have worked the last scheduled work day prior to and the next scheduled work day after such holiday.
- Employees tardy on such last and next scheduled work days